

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

EDWARD WIEGAND and EUGENIA	)	
SPRICH, TRUSTEES OF THE	)	
HERBERT C. WIEGAND REVOCABLE	)	
TRUST, individually and on	)	
behalf of all other similarly	)	
situated,	)	
	)	
Plaintiff,	)	No. 4:22 CV 188 RWS
	)	
vs.	)	
	)	
NEW YORK LIFE INSURANCE &	)	
ANNUITY CORPORATION, et al.,	)	
	)	
Defendants.	)	

The deposition of JOANN DYROFF, taken before Mary M. Rocco, Certified Court Reporter and Registered Professional Reporter, taken pursuant to the provisions of the Missouri Code of Civil Procedure and the Rules of the Supreme Court thereof pertaining to the taking of depositions for the purpose of discovery, commencing at 12:00 p.m., on February 24th, 2023, at 165 North Meramec, Suite 110, St. Louis, Missouri 63105.

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10 On behalf of Joann Dyroff;

11

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16 On behalf of Defendants.

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1 I N D E X

2

3	WITNESS	PAGE
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7	Examination by Mr. Brodzik	85

8 E X H I B I T S

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10	EXHIBIT	PAGE
11	Exhibit A	Petition
12	Exhibit B	Subpoena
13	Exhibit C	Privilege Log
14	Exhibit D	DRYOFF00149 to DRYOFF00192
15	Exhibit E	DRYOFF00199 to DRYOFF00228
16	Exhibit F	DRYOFF00066 to DRYOFF00074
17	Exhibit G	DRYOFF00898
18	Exhibit H	DRYOFF00198
19	Exhibit I	DRYOFF00920 to DRYOFF00921
20	Exhibit J	DRYOFF00098 to DRYOFF00117
21	Exhibit K	DRYOFF00799 to DRYOFF00812
22	Exhibit L	DRYOFF00556
23	Exhibit M	DRYOFF00502 to DRYOFF00504
24	Exhibit N	DRYOFF00121 to DRYOFF00147
25	Exhibit O	DRYOFF00092 to DRYOFF00095
26	Exhibit P	DRYOFF00083 to DRYOFF00084
27	Exhibit Q	DRYOFF00271

28 CERTIFIED QUESTIONS

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1 (Witness sworn.)

2 WHEREUPON:

3 JOANN DYROFF, called as a witness  
4 herein, having been first duly sworn, was examined  
5 and testified via videoconference as follows:

6 - - -

7 EXAMINATION

8 BY MR. BRODZIK:

9 Q. Good afternoon. My name is James  
10 Brodzik. I represent New York Life Insurance and  
11 Annuity Corporation and New York Life Insurance  
12 Company.

13 A few ground rules. I almost feel  
14 like I don't even have to state these to you. But  
15 no shaking heads. "Yes" or "No" answers. Allow  
16 me to finish my questions. Whenever you need a  
17 break, let me know. I just ask that you finish  
18 any pending questions or answer any pending  
19 questions before we do so. Can you state your  
20 name for the record, please?

21 A. Joann N. Dyroff.

22 Q. And your date of birth?

23 A. 6-30, 1945.

24 Q. And your address?

25 A. 15 Woodoaks Trail, St. Louis,

1 spoken with the clients about.

2 MR. JACOBSON: I'm going to object  
3 to the form of the question. Since we're talking  
4 about a period of time that spans over 20 years or  
5 so, I think we need to have the understanding of  
6 what point in time. Otherwise, we have --

7 BY MR. BRODZIK:

8 Q. Okay. In 2003, did you understand  
9 that term about the policy?

10 A. Understand what term about the  
11 policy?

12 Q. That the policy had a cash value  
13 that would dissipate over time unless additional  
14 premium was added to the policy?

15 A. No.

16 Q. Have you ever spoken with Jean  
17 Cameron Wiegand?

18 A. No.

19 Q. And you didn't represent Jean  
20 Cameron Wiegand?

21 A. No.

22 Q. Have you ever spoken with Jean  
23 Cameron Wiegand's children, outside of the  
24 children of Herbert Wiegand, her own children that  
25 were outside of that marriage?

1 policies that had a death benefit and a  
2 diminishing cash value but for the inclusion of an  
3 additional premium?

4 **A. Yes.**

5 Q. Okay. And you've provided legal  
6 guidance in regards to the handling and  
7 maintenance of these types of policies?

8 **A. On a very limited basis.**

9 Q. Okay. And what basis would that be?

10 **A. To consult with their insurance**  
11 **agent primarily.**

12 Q. Do you recall if you ever provided  
13 this accumulative life insurance illustration  
14 document to Edward or Eugenia?

15 **A. I believe that that calls for**  
16 **confidentiality issues in terms of my discussions**  
17 **with them.**

18 MR. BRODZIK: I'll certify that  
19 question.

20 (Whereupon, the pending question is  
21 certified at the request of Mr. Brodzik.)

22 BY MR. BRODZIK:

23 Q. In your history of dealing with  
24 accumulator policies with diminishing cash values,  
25 has it been your recommendation in the past to

1     Wiegand Revocable Trust; correct?

2             **A.       It appears to be the case.**

3             Q.       And the address listed as the owner  
4     or the address for the Herbert C. Wiegand  
5     Revocable Trust is 165 North Meramce Avenue?

6                     MR. JACOBSON:   Meramec.

7     BY MR. BRODZIK:

8             Q.       The document states Meramce,  
9     M-E-R-A-M-C-E, Avenue, Sixth Floor, St. Louis,  
10    Missouri 63105. Can you tell me where 165 North  
11    Meramce Avenue is?

12            **A.       I would assume that that is right**  
13   **here, but with a small typo.**

14            Q.       So you do admit that there is a typo  
15    in this address?

16            **A.       Yes.**

17            Q.       And under phone number listed as the  
18    home phone number of the Herbert C. Wiegand  
19    Revocable Trust, the number 314-727-2266 is  
20    listed. Is that your office number?

21            **A.       Yes.**

22            Q.       Do you know why that is listed as  
23    the home address of the Trust?

24            **A.       I don't recall why that decision was**  
25   **made.**

1           Q.       And in the pages that you sent over,  
2   it lists a guarantee no-lapse date of 6-13, 2005,  
3   is that correct?

4           **A.       I don't --**

5           Q.       You can review the pages of the  
6   document.

7                   MR. SLABY:   Are you asking for what  
8   it states on the form?

9                   MR. BRODZIK:   Yes.   It states the  
10   date of the guaranteed no-lapse date on the  
11   policy.

12                   THE WITNESS:   Yes.

13   BY MR. BRODZIK:

14           Q.       What is your understanding of what  
15   the term "Guaranteed no-lapse date" of a policy  
16   means?

17                   MR. SLABY:   Object to form.

18                   THE WITNESS:   Beyond the words  
19   itself, I can't give you an explanation.

20   BY MR. BRODZIK:

21           Q.       Do you know what the "No-lapse" date  
22   means, generally speaking?

23           **A.       I can tell you what the words might**  
24   **mean in English, but not what it means to the**  
25   **insurance companies.**